

APPLICATION FOR CME PROGRAM JOINT SPONSORSHIP

Organizational Overview

Date of Application: September 10, 2009

Name of Non-Accredited Provider (Joint Sponsor):
Arizona Dept of Health Services – Division of Behavioral Health Services (DBHS)
Office of the Chief Medical Officer

☐ For Profit ☐ Not For Profit ☒ State/Federal Organization

Address:

Arizona Dept of Health Services – Division of Behavioral Health Services (DBHS)
Office of the Chief Medical Officer – Suite 200
150 North 18 th Avenue
Phoenix, AZ 85007

Telephone: (602) 542-1965

Fax: (602) 364-4570

Name and Title of Person Completing Form: Claudia Sloan, Special Projects Administrator,
ADHS DBHS, Office of Chief Medical Officer

E-mail Address: claudia.sloan@azdhs.gov

Name of Director of Medical Education or Program Chair (if applicable):
Dr. Rodgers Wilson, MD, ADHS DBHS Chief Medical Officer

Names and Titles of Persons Responsible for CME Activities:

Claudia Sloan, Special Projects Administrator

SCAN Health Plan
Continuing Medical Education Program
Joint Sponsorship Agreement

Program Title: Traumatic Brain Injury for Medical Professionals (online, self instructed learning)

Date(s) of Program: April 1, 2010

Lead Representative: Dr. Rodgers Wilson, MD, ADHS DBHS Chief Medical Officer
Claudia Sloan, Special Projects Administrator

Preface:

As an accredited sponsor of continuing medical education ("CME") activities, SCAN Health Plan ("SCAN") may, from time to time, jointly sponsor CME programs with non-accredited organizations. In such cases, SCAN will enter into a written agreement with appropriate representatives from the organizations involved. The "Joint Sponsorship Agreement" will clearly define the parameters of the cooperative relationship by delineating the roles and responsibilities of each party.

SCAN and the Arizona Dept of Health Services – Division of Behavioral Health Services (DBHS), ("Non-Accredited Provider") enter into this Joint Sponsorship Agreement ("Agreement") the purpose of which is to plan and implement the above referenced CME program.

Terms and Conditions:

1. Term and Termination

This Agreement is effective from April 1, 2010 to March 30, 2011, or until such time as all responsibilities outlined herein are completed. Notwithstanding the foregoing, SCAN may terminate this Agreement with or without cause effective immediately upon deliver of written notice via email or facsimile transmission to the Non-Accredited Provider at the address specified in the Application for CME Joint Sponsorship, attached hereto and incorporated herein by this reference.

2. Role of the Accredited Sponsor

As the accredited sponsor of the CME activity, SCAN will take all actions it deems necessary to ensure compliance with the IMQ/CMA Essentials for Accreditation and Standards for Commercial Support of Continuing Medical Education. Any action not explicitly stated here, but deemed necessary by SCAN to comply with these requirements will be implemented.

3. Educational Program Development

- a. SCAN is responsible for ensuring that the content, quality, and scientific integrity of the CME activity are compliant with currently adopted standards for CME.
- b. All planning sessions must be documented by the Non-Accredited Provider and all such information forwarded to the SCAN Medical Education Coordinator upon completion of the program and/or upon request.
- c. Learning objectives must be developed for each presentation and must be printed on all promotional brochures.

- d. The content of all educational programs and/or promotional materials must be reviewed and approved by SCAN prior to their dissemination and use. Non-Accredited Provider shall provide SCAN with reasonable time to review and comment on all educational programs and/or promotional materials and shall follow SCAN's recommendations for content revisions provided unless the parties agree in writing otherwise SCAN shall not be held liable for and Non-Accredited Provider shall indemnify and hold SCAN harmless for any and all damages or losses of any kind arising from Non-Accredited Provider's failure to comply with the foregoing or any other material term of the Agreement.

- e. Ownership of Intellectual Property: Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract / agreement / sponsorship and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, ADHS, division, board or commission of the State of Arizona requesting the issuance of the contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor (s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, ADHS, division, board or commission of the State of Arizona requesting the issuance of this contract.

Notwithstanding anything to the contrary elsewhere in this Agreement, the State shall provide SCAN and SCAN delegates unimpeded cost-free access (including through ~~electronic~~ electronic means, if electronic access is made available to any other party) to the accredited E-Learning modules by this agreement throughout the term of this agreement. *Electronic CE*

- f. Property of the State: Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

4. SCAN assumes responsibility for:

- a. Verifying the needs assessment
- b. Approving the program content, objectives and proposed faculty in consultation with the Non-Accredited Provider
- c. Reviewing site selection
- d. Overseeing development of brochures and promotional materials
- e. Awarding appropriate CME credits/certificates
- f. Maintaining records and certificates on file for 6 (six) years

5. Program Budget and Fund Administration

- a. Program budget and all fund administration must be reviewed by SCAN and reduced to writing in a manner that provides substantially the same information as set forth in Exhibit A, "Budget Schedule", attached hereto and incorporated herein by this reference. SCAN shall not be held responsible for any cost not specifically allocated to it in Exhibit A.
- b. If an education grant is required, SCAN will submit request for grant and obtain and disseminate funds based on the budget submitted by ADHS-DBHS ("Non Accredited Provider").
- c. In the event an educational grant is not used, the Non-Accredited Provider may provide funding for speaker honoraria, participant food and beverage, and other program related expenses determined by ADHS-DBHS and SCAN together. Funding must fall within the guidelines set forth by ADHS-DBHS and SCAN together.

6. SCAN, at its sole discretion, may provide the necessary materials for obtaining:

- a. Speaker disclosure
- b. Learning objectives
- c. Speaker A/V and/or equipment requirements
- d. Taping releases (if applicable)
- e. Commercial support agreement
- f. Program evaluation

7. Promotional Materials

- a. The content of all brochures and promotional materials must be reviewed and approved by SCAN. SCAN must be listed on all materials as the accredited provider. No materials pertaining to the CME activity will be distributed without the review of all parties and the consent of SCAN.
- b. All continuing medical education program announcements must include the following language:

This activity has been planned and implemented in accordance with the Institute for Medical Quality/California Medical Association's CME Accreditation Standards through the Joint Sponsorship of SCAN Health Plan ("SCAN") and the Arizona Dept of Health Services – Division of Behavioral Health Services (DBHS). [name of non-accredited provider].

SCAN is accredited by the Institute for Medical Quality/California Medical Association to provide continuing medical education for physicians. SCAN takes responsibility for the content, quality, and scientific integrity of this CME activity. SCAN designates this educational activity for a maximum of ____ *AMA PRA Category 1 Credit(s)*TM. Physicians should only claim credit commensurate with the extent of their participation

in the activity. This credit may also be applied to the *CMA Certification in Continuing Medical Education*.

- c. No statement of credit can be printed in the materials or promotional mailings without notification from SCAN that credit has been awarded. *Do not state* "CME credit applied for" or similar wording.

8. Commercial Support

SCAN strictly adheres to the ACCME Standards for Commercial Support. Consequently, the Non-Accredited Provider must inform representatives from commercial supporters of the following:

- a. Educational grants will not be used to pay for lodging, registration fees, honoraria, or personal expenses for non-faculty attendees.
- b. A "Letter of Agreement" must be signed by representatives from commercial supporters and SCAN. The "Letter of Agreement" must stipulate terms and conditions of the grants and the purposes for which they will be used.
- c. Commercial support will be acknowledged in printed announcements and materials. Reference will not be made to specific products manufactured or provided by the commercial supporter.
- d. No commercial promotional materials will be displayed or distributed in the same room immediately before, during, or immediately after an educational activity certified for credit.
- e. Representatives of commercial supporters may attend the CME activity, but may not engage in sales activities while in the room where the activity takes place.
- f. The content of slides and reference materials is the responsibility of faculty and must not demonstrate bias to a trademark product. To comply with ACCME's standards for commercial support, all presentations will be reviewed by the SCAN CME Committee prior to the program to ensure independence from commercial support.
- g. If approved by SCAN, commercial supporters may assist in the preparation of materials, but may not influence content or dictate format.
- h. Commercial supporters may not require that they be involved in the preparation of educational materials as a condition of their financial support.
- k. Commercial supporters are to be advised of the distribution of their grant following the execution of the CME activity.

9. Disclosure of Financial Interests and Off Label Uses

As a provider accredited by the IMQ/CMA, SCAN must ensure balance, independence, objectivity, and scientific rigor in all of its sponsored educational activities. SCAN intends to adhere to the *ACCME Standards for Commercial Support: Standards to Ensure the Independence of CME Activities* that became effective September 2004 (this policy also includes the financial relationships of a spouse/partner). Anyone who is in a position to control the content of an educational activity must disclose, throughout the planning and delivery phases, the nature of any relationship with a commercial interest. This includes members of

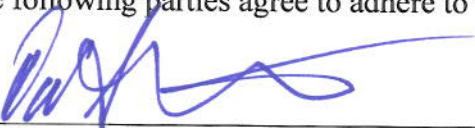
planning committee and staff, as well as the faculty. Everyone is expected to disclose to the activity audience any significant financial interest or other relationship [1] with the manufacturer(s) of any commercial product(s) and/or provider(s) of commercial services discussed in an educational presentation and [2] with any commercial supporters of the activity. Faculty members are also required to disclose if the product being addressed is not labeled for the use under discussion.

This information must be disseminated to all program participants. Compliance that this disclosure has taken place must be documented.

10. Educational Program Evaluation

All educational activities must be formally evaluated. SCAN will provide a sample evaluation instrument if requested. An evaluation summary, prepared by the joint sponsor, will be forwarded to the SCAN CME Committee for its review.

The following parties agree to adhere to these joint sponsorship requirements:



SCAN Health Plan Rep (Print)

DAVID Schmidt
(Signature)

(Date)

Acting Chief Procurement
Christine Ruth, Procurement Administrator officer
Arizona Department of Health Services
Non-Accredited Provider (Joint Sponsor) Rep (Print)

Christine Ruth
(Signature)

March 17, 2010
(Date)